THOMPSON COBURN LLP

Marjorie F. Krumholz
P 202.585.6913
F 202.508.1015
mkrumholz@thompsoncoburn.com

March 5, 2014

RECORDATION NO. 17840-W FILED

MAR 05 '14 -1 06 PM

SURFACE TRANSPORTATION BOARD

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, D.C. 20423

Re: Termination Agreement

Dear Sir or Madam:

Enclosed for recording with the Surface Transportation Board ("STB"), pursuant to the provisions of 49 U.S.C. Section 11301(a), is one original and five copies of the Termination Agreement dated as of January 22, 2014, a secondary document as defined in the STB's Rules for the Recordation of Documents. The primary documents to which this Termination is connected are recorded under:

Recordation No. 17836
Recordation No. 17837
Recordation No. 17838
Recordation No. 17839
Recordation No. 17840
Recordation No. 17843

The names and addresses of the parties to the enclosed document are:

Owner Participant/
Company: Union Tank Car Company
175 W Jackson Blvd
Chicago, Illinois 60604

Owner Trustee: U.S. Bank National Association
Corporate Trust
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Indenture Trustee/
Pass Through Trustee: The Bank of New York Mellon Trust Company, N.A.
Two North LaSalle Street, Suite 1020
Chicago, IL 60602

A summary of the equipment covered by the Termination Agreement is as follows:

Recordation No. 17836	404 Railcars
Recordation No. 17837	91 Railcars
Recordation No. 17838	549 Railcars
Recordation No. 17839	339 Railcars
Recordation No. 17840	146 Railcars
Recordation No. 17843	49 Railcars

Kindly find a detailed list of the equipment in Exhibit B of the enclosed Termination Agreement.

We have enclosed a check in the amount of $264 for the required recordation fee.

A short summary of the document to appear in the index follows:

> Termination Agreement dated as of January 22, 2014, by and among Union Tank Car Company, as Owner Participant and as the Company, U.S. Bank National Association, not in its individual capacity except as expressly set forth therein but solely as Owner Trustee, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee and as Pass Through Trustee, with respect to six Equipment Lease Agreements each dated as of June 30, 1992, between U.S. Bank National Association, as Owner Trustee, and Union Tank Car Company, and six Indentures and Security Agreements, each dated as of June 30, 1992, between U.S. Bank National Association, as Owner Trustee, and The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

Thompson Coburn LLP

By
Marjorie F. Krumholz

MFK/elh

Enclosures

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RECORDATION NO. 17840-W FILED
MAR 05 '14 -1 06 PM
SURFACE TRANSPORTATION BOARD

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") is made and entered into as of the 22nd day of January, 2014 (the "Effective Date"), by and among UNION TANK CAR COMPANY, a Delaware corporation, as Owner Participant (the "Owner Participant") and as the Company (the "Company"), U.S. BANK NATIONAL ASSOCIATION, a national banking association, successor in interest to Connecticut National Bank, not in its individual capacity, except as expressly set forth herein, but solely as Owner Trustee under each Trust Agreement (the "Trust Agreements") set forth on Exhibit A and Exhibit D hereto (each an "Owner Trustee", collectively the "Owner Trustees"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Indenture Trustee (the "Indenture Trustee") and as Pass Through Trustee (the "Pass Through Trustee").

RECITALS

WHEREAS, the documents described on Exhibit A (the "Operative Documents") were executed in connection with a leveraged lease financing of the equipment described on Exhibit B hereto (the "Equipment") for the benefit of the Company; and

WHEREAS, the Owner Participant has heretofore acquired all rights and interests of the Original Owner Participants under the Participation Agreements set forth on Exhibit A (the "Participation Agreements"); and

WHEREAS, all notes and other obligations issued under the Indentures and the Pass-Through Agreements set forth on Exhibit A have been paid and satisfied in full; and

WHEREAS, in connection with the sale of the Equipment to the Company, the parties hereto desire to terminate each of the Operative Documents on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner Participant, the Company, each Owner Trustee, the Indenture Trustee and the Pass Through Trustee (collectively, the "Parties") hereby agree as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in Exhibit A hereto.

2. Termination of Operative Documents; Conveyance of Equipment. The Parties agree that the Operative Documents shall be terminated and be of no further force or effect upon the Effective Date and the transfer of title to the Equipment to the Company. On the Effective Date, the Owner Trustees (as successors to the Original Terminating Owner Trustees) shall deliver the Bill of Sale, attached hereto as Exhibit C (the "Bill of Sale"), to the Company conveying the Equipment, AS-IS, WHERE-IS, with all faults, to the Company. Thereafter, the Parties (other than the Company) shall have no rights or interest whatsoever in the Equipment. For the avoidance of doubt, other than the Indentures set forth on Exhibit A, the documents relating to Trusts L-7K, L-8K, L-9K and L-10K remain in full force and effect and the equipment relating thereto is not being conveyed under this Agreement or the Bill of Sale.

3. Consideration. In consideration of the termination of the Operative Documents by the Parties hereto, the Company agrees that the indemnification provisions of the Operative Documents, including, but not limited to those set forth in Article VII of each Participation Agreement and Article IX of each Trust Agreement, shall survive the termination of the Operative Documents.

4. Severability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. Binding Agreement; Authority. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto. The parties hereto represent and warrant to one another that they have taken all necessary corporate actions to authorize the execution of this Agreement and that the individuals signing this Agreement on behalf of such parties are the duly authorized signatories of such parties.

6. Governing Law; Interpretation. This Agreement shall be interpreted under the laws of the State of Illinois. The section and subsection captions hereof are for the convenient reference of the parties only and are not intended to and shall not be deemed to modify the interpretation of the section or subsection from that which is indicated by the text of the section or subsection alone.

7. Merger, Amendment. This Agreement, together with the bill or bills of sale conveying title to the Equipment to the Company, sets forth the entire agreement between the Parties with respect to the subject matter hereof and all prior negotiations or agreements, whether oral or written, are superseded and merged herein. This Agreement may not be altered or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.

8. Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same agreement. The signature of either party hereto sent to the other via facsimile shall constitute the valid execution and delivery of this Agreement by such party.

9. Limitation of Liability

It is expressly understood and agreed that (a) this Agreement is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Owner Trustee under each Trust Agreement, (b) any representation, undertaking or agreement herein made on the part of each Owner Trustee is made and intended not as a personal representation, undertaking and agreement by U.S. Bank National Association and (c) under no circumstances shall U.S. Bank National Association be liable in its individual or corporate capacity for the payment of any indebtedness or expenses of any Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by any Owner Trustee hereunder.

10. Direction

The Owner Participant hereby: (i) authorizes and directs (a) each Owner Trustee to execute and deliver this Agreement, (b) each Owner Trustee (as successor to each Original Terminating Owner Trustee) to execute and deliver the Bill of Sale and (c) each Owner Trustee to execute and deliver such other documents or agreements in furtherance of the foregoing; and (ii) acknowledges its obligation to indemnify each Owner Trustee in accordance with each Trust Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed as of the date first above written.

UNION TANK CAR COMPANY, as Owner
Participant and Company

By: Cynthia A Rein
Name: Cynthia A. Rein
Title: Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 22ND day of January, 2014, before me, a Notary Public in and for said County and State, personally appeared CYNTHIA A. REIN to me personally known, who being by me duly sworn, did say that (s)he is the TREASURER of Union Tank Car Company, a Delaware corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Janis L. Meyer
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
JANIS L. MEYER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/3/2016

U.S. BANK NATIONAL ASSOCIATION,
(successor in interest to Connecticut National Bank) not in its individual capacity, except as expressly set forth herein, but solely as Owner Trustee under each Trust Agreement

By: _____
Name: Laurel A. Melody-Casasanta
Title: Vice President

STATE OF CONNECTICUT)
) SS.
COUNTY OF HARTFORD)

On this 22nd day of January, 2014, before me, a Notary Public in and for said County and State, personally appeared Laurel A. Casasanta, to me personally known, who being by me duly sworn, did say that (s)he is the Vice President of U.S. Bank National Association, a national banking association, and that said instrument was signed in behalf of said national banking association by authority of its By-Laws, and said individual acknowledged said instrument to be the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

SUSAN P. McNALLY
Notary Public, State of Connecticut
My Commission Expires Mar. 31, 2015

[Signature Page Termination Agreement]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Indenture Trustee and Pass Through Trustee

By: _____
Name: D.G. Donovan
Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 22nd day of January, 2014, before me, a Notary Public in and for said County and State, personally appeared D.G. Donovan, to me personally known, who being by me duly sworn, did say that (s)he is the Vice President of The Bank of New York Mellon Trust Company, N.A., a national banking association, and that the seal affixed to the foregoing instrument is the seal of said national banking association, and that said instrument was signed and sealed in behalf of said national banking association by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

OFFICIAL SEAL
DIANE MARY WUERTZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/03/14

EXHIBIT A
LIST OF OPERATIVE DOCUMENTS

1. Pass Through Trust Agreement 1992-A1 dated as of June 24, 1992 between the Company and NationsBank of South Carolina, National Association (the "Original Pass Through Trustee"). The Pass Through Trustee has succeeded to the rights of the Original Pass Through Trustee.

2. Pass Through Trust Agreement 1992-A2 dated as of June 24, 1992 between the Company and the Original Pass Through Trustee. The Pass Through Trustee has succeeded to the rights of the Original Pass Through Trustee.

3. Participation Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-1N Owner Trustee") and the NYNEX Credit Company (the "Original L-1N Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-1N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L1-N Owner Participant.

4. Trust Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-1N Owner Participant and the Original L-1N Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-1N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-1N Owner Participant.

5. Equipment Lease Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-1N Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-1N) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-1N Owner Trustee.

6. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-1N) dated as of June 30, 1992 between the Original L-1N Owner Trustee and NationsBank of South Carolina, National Association (the "Original Indenture Trustee"). The Owner Trustee has succeeded to the rights of the Original L-1N Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

7. Tax Indemnity Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-1N Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-1N Owner Participant.

8. Participation Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-2N Owner Trustee") and NYNEX Credit Company (the "Original L-2N Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-2N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-2N Owner Participant.

9. Trust Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-2N Owner Participant and the Original L-2N Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-2N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-2N Owner Participant.

10. Equipment Lease Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-2N Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-2N) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-2N Owner Trustee.

11. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-2N) dated as of June 30, 1992 between the Original L-2N Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-2N Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

12. Tax Indemnity Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-2N Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-2N Owner Participant.

13. Participation Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-3N Owner Trustee") and NYNEX Credit Company (the "Original L-3N Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-3N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-3N Owner Participant.

14. Trust Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-3N Owner Participant and the Original L-3N Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-3N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-3N Owner Participant.

15. Equipment Lease Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-3N Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-3N Owner Trustee.

16. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-3N) dated as of June 30, 1992 between the Original L-3N Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-3N Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

17. Tax Indemnity Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-3N Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-3N Owner Participant.

18. Participation Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-4N Owner Trustee") and NYNEX Credit Company (the "Original L-4N Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-4N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-4N Owner Participant.

19. Trust Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-4N Owner Participant and the Original L-4N Owner Trustee. The Owner Trustee

has succeeded to the rights of the Original L-4N Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-4N Owner Participant.

20. Equipment Lease Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-4N Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-4N) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-4N Owner Trustee.

21. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-4N) dated as of June 30, 1992 between the Original L-4N Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-4N Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

22. Tax Indemnity Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-4N Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-4N Owner Participant.

23. Participation Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-5U Owner Trustee") and Unionbanc Leasing Corporation (the "Original L-5U Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-5U Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-5U Owner Participant.

24. Trust Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-5U Owner Participant and the Original L-5U Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-5U Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-5U Owner Participant.

25. Equipment Lease Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-5U Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-5U) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-5U Owner Trustee.

26. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-5U) dated as of June 30, 1992 between the Original L-5U Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-5U Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

27. Tax Indemnity Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-5U Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-5U Owner Participant.

28. Participation Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 24, 1992 among the Company, The Connecticut National Bank (the "Original L-6U Owner Trustee" and collectively with the Original L-1N Owner Trustee, Original L-2N Owner Trustee, Original L-3N Owner Trustee, Original L-4N Owner Trustee and Original L-5U Owner Trustee, the "Original Terminating Owner Trustees") and Unionbanc Leasing Corporation (the "Original L-6U Owner Participant"). The Owner Trustee has succeeded to the rights of the Original L-

6U Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-6U Owner Participant.

29. Trust Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Original L-6U Owner Participant and the Original L-6U Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-6U Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-6U Owner Participant.

30. Equipment Lease Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Original L-6U Owner Trustee and the Company, as supplemented by Lease Supplement No. 1 (L-6U) (UTC Trust No. 1992-A) dated as of June 30, 1992. The Owner Trustee has succeeded to the rights of the Original L-6U Owner Trustee.

31. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-6U) dated as of June 30, 1992 between the Original L-6U Owner Trustee and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-6U Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

32. Tax Indemnity Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 30, 1992 between the Company and the Original L-6U Owner Participant. The Owner Participant has acquired the rights and interest of the Original L-6U Owner Participant.

33. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-7K) dated as of June 30, 1992 between The Connecticut National Bank (the "Original L-7K Owner Trustee") and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-7K Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

34. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-8K) dated as of June 30, 1992 between The Connecticut National Bank (the "Original L-8K Owner Trustee") and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-8K Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

35. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-9K) dated as of June 30, 1992 between The Connecticut National Bank (the "Original L-9K Owner Trustee") and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-9K Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

36. Indenture and Security Agreement (UTC Trust No. 1992-A) (L-10B) dated as of June 30, 1992 between The Connecticut National Bank (the "Original L-10B Owner Trustee") and the Original Indenture Trustee. The Owner Trustee has succeeded to the rights of the Original L-10B Owner Trustee and the Indenture Trustee has succeeded to the rights of the Original Indenture Trustee.

EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

L1N	L2N	L3N	L4N	L5U	L6U
UTCX 048443	UNPX 127321	UTLX 202338	UTLX 201633	UTLX 901181	UTLX 901863
UTCX 049410	UNPX 127012	UTLX 645064	UTLX 202327	UTLX 901208	UTLX 900795
UTCX 049431	UNPX 127013	UTLX 645978	UTLX 202332	UTLX 901209	UTLX 900798
UTCX 049702	UNPX 127014	UTLX 645979	UTLX 202333	UTLX 901337	UTLX 900799
UTCX 050749	UNPX 127015	UTLX 645980	UTLX 202334	UTLX 901430	UTLX 900802
UTCX 050750	UNPX 127016	UTLX 646014	UTLX 202925	UTLX 901860	UTLX 900806
UTCX 052060	UNPX 127018	UTLX 646508	UTLX 300349	UTLX 901893	UTLX 900807
UTCX 059775	UNPX 127019	UTLX 646654	UTLX 300361	UTLX 900860	UTLX 900809
UTCX 059334	UNPX 127020	UTLX 646675	UTLX 646676	UTLX 900861	UTLX 900810
UTCX 059336	UNPX 127022	UTLX 660059	UTLX 200591	UTLX 900862	UTLX 900813
UTCX 059337	UNPX 127023	UTLX 660898	UTLX 200592	UTLX 900863	UTLX 900817
UTCX 059338	UNPX 127024	UTLX 031000	UTLX 200593	UTLX 900864	UTLX 900818
UTCX 059339	UNPX 127025	UTLX 031001	UTLX 200594	UTLX 900865	UTLX 900819
UTCX 059340	UNPX 127026	UTLX 031002	UTLX 200595	UTLX 900866	UTLX 900820
UTCX 059341	UNPX 127027	UTLX 031003	UTLX 200596	UTLX 900867	UTLX 900821
UTCX 059342	UNPX 127028	UTLX 031004	UTLX 200597	UTLX 900868	UTLX 900822
UTCX 059343	UNPX 127029	UTLX 031005	UTLX 200598	UTLX 900869	UTLX 900823
UTCX 059344	UNPX 127030	UTLX 031006	UTLX 200599	UTLX 900870	UTLX 900824
UTCX 059345	UNPX 127031	UTLX 031007	UTLX 200600	UTLX 900871	UTLX 900825
UTCX 059346	UNPX 127032	UTLX 031008	UTLX 200601	UTLX 900872	UTLX 900826
UTCX 059347	UNPX 127033	UTLX 031009	UTLX 200602	UTLX 900873	UTLX 900827
UTCX 059348	UNPX 127034	UTLX 031010	UTLX 200603	UTLX 900874	UTLX 900828
UTCX 059349	UNPX 127035	UTLX 031011	UTLX 200604	UTLX 900875	UTLX 900829
UTCX 059350	UNPX 127036	UTLX 031012	UTLX 201181	UTLX 900876	UTLX 900830
UTCX 059351	UNPX 127037	UTLX 031013	UTLX 201182	UTLX 900877	UTLX 900831
UTCX 059352	UNPX 127038	UTLX 031014	UTLX 201183	UTLX 900878	UTLX 900832
UTCX 059353	UNPX 127039	UTLX 031015	UTLX 201184	UTLX 900879	UTLX 900833
UTCX 059354	UNPX 127040	UTLX 031016	UTLX 201185	UTLX 900880	UTLX 900834
UTCX 059355	UNPX 127041	UTLX 031017	UTLX 201189	UTLX 900881	UTLX 900835
UTCX 059356	UNPX 127042	UTLX 031018	UTLX 201190	UTLX 900882	UTLX 900836
UTCX 059357	UNPX 127043	UTLX 031019	UTLX 201191	UTLX 900883	UTLX 900837
UTCX 059358	UNPX 127044	UTLX 642531	UTLX 201193	UTLX 900884	UTLX 900838
UTCX 059359	UNPX 127045	UTLX 642532	UTLX 201196	UTLX 900885	UTLX 900839
UTCX 059360	UNPX 127046	UTLX 642534	UTLX 201197	UTLX 900886	UTLX 900840
UTCX 059361	UNPX 127047	UTLX 642569	UTLX 201199	UTLX 900887	UTLX 900841
UTCX 059362	UNPX 127048	UTLX 642572	UTLX 201201	UTLX 900888	UTLX 900842
UTCX 059363	UNPX 127049	UTLX 642573	UTLX 201203	UTLX 900889	UTLX 900843
UTCX 059364	UNPX 127050	UTLX 642574	UTLX 201204	UTLX 900891	UTLX 900844
UTCX 059365	UNPX 127051	UTLX 642575	UTLX 201205	UTLX 900892	UTLX 900845
UTCX 059366	UNPX 127053	UTLX 642576	UTLX 201206	UTLX 900893	UTLX 900846
UTCX 059368	UNPX 127054	UTLX 642578	UTLX 201207	UTLX 900894	UTLX 901139
UTCX 059369	UNPX 127055	UTLX 642580	UTLX 201209	UTLX 900895	UTLX 901140
UTCX 059371	UNPX 127056	UTLX 642581	UTLX 201210	UTLX 900896	UTLX 901141
UTCX 059372	UNPX 127057	UTLX 642582	UTLX 201211	UTLX 900897	UTLX 901142
UTCX 059373	UNPX 127058	UTLX 642583	UTLX 201212	UTLX 900898	UTLX 901143
UTCX 059374	UNPX 127059	UTLX 642584	UTLX 201213	UTLX 900899	UTLX 901144
UTCX 059375	UNPX 127060	UTLX 642585	UTLX 201214	UTLX 900900	UTLX 901145
UTCX 059376	UNPX 127061	UTLX 642586	UTLX 201215	UTLX 900901	UTLX 901146
UTCX 059377	UNPX 127062	UTLX 642588	UTLX 201216	UTLX 900902	UTLX 901147
UTCX 059381	UNPX 127063	UTLX 642589	UTLX 201217	UTLX 900903	
UTCX 059387	UNPX 127064	UTLX 642590	UTLX 201218	UTLX 900904	

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FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

L1N	L2N	L3N	L4N	L5U	L6U
UTCX 059388	UNPX 127065	UTLX 642591	UTLX 201219	UTLX 900905	
UTCX 059390	UNPX 127066	UTLX 642592	UTLX 201220	UTLX 900906	
UTCX 059391	UNPX 127067	UTLX 642593	UTLX 201221	UTLX 900907	
UTCX 059392	UNPX 127068	UTLX 642594	UTLX 201222	UTLX 900908	
UTCX 059393	UNPX 127070	UTLX 642595	UTLX 201223	UTLX 900909	
UTCX 059395	UNPX 127071	UTLX 642596	UTLX 201224	UTLX 900910	
UTCX 059396	UNPX 127072	UTLX 642597	UTLX 201225	UTLX 900911	
UTCX 059397	UNPX 127073	UTLX 642598	UTLX 201257	UTLX 900912	
UTCX 059399	UNPX 127074	UTLX 642599	UTLX 201259	UTLX 900913	
UTCX 059400	UNPX 127075	UTLX 642601	UTLX 201260	UTLX 900914	
UTCX 059404	UNPX 127076	UTLX 642602	UTLX 201261	UTLX 900915	
UTCX 059406	UNPX 127077	UTLX 642603	UTLX 201262	UTLX 900916	
UTCX 059408	UNPX 127078	UTLX 642604	UTLX 201263	UTLX 900918	
UTCX 059411	UNPX 127079	UTLX 642605	UTLX 201264	UTLX 900919	
UTCX 059413	UNPX 127097	UTLX 642606	UTLX 201265	UTLX 900920	
UTCX 059414	UNPX 127098	UTLX 642607	UTLX 201266	UTLX 900921	
UTCX 059415	UNPX 127099	UTLX 642608	UTLX 201267	UTLX 900923	
UTCX 059416	UNPX 127100	UTLX 642609	UTLX 201268	UTLX 900924	
UTCX 059419	UNPX 127101	UTLX 642610	UTLX 201269	UTLX 900925	
UTCX 059421	UNPX 127103	UTLX 642611	UTLX 201270	UTLX 900926	
UTCX 059422	UNPX 127104	UTLX 642612	UTLX 201271	UTLX 900927	
UTCX 059424	UNPX 127105	UTLX 642613	UTLX 201272	UTLX 900930	
UTCX 059425	UNPX 127106	UTLX 642614	UTLX 201273	UTLX 900931	
UTCX 059426	UNPX 127107	UTLX 642615	UTLX 201274	UTLX 900932	
UTCX 059427	UNPX 127108	UTLX 642616	UTLX 201275	UTLX 900933	
UTCX 059428	UNPX 127109	UTLX 642617	UTLX 201276	UTLX 900934	
UTCX 059429	UNPX 127110	UTLX 642618	UTLX 201277	UTLX 900935	
UTCX 059430	UNPX 127111	UTLX 642619	UTLX 201278	UTLX 900936	
UTCX 059431	UNPX 127112	UTLX 642620	UTLX 201279	UTLX 900937	
UTCX 059432	UNPX 127113	UTLX 642621	UTLX 201280	UTLX 900938	
UTCX 059433	UNPX 127114	UTLX 642622	UTLX 201281	UTLX 900939	
UTCX 059435	UNPX 127115	UTLX 642623	UTLX 201282	UTLX 900940	
UTCX 059438	UNPX 127116	UTLX 642624	UTLX 201283	UTLX 900941	
UTCX 059439	UNPX 127117	UTLX 642625	UTLX 201284	UTLX 900942	
UTCX 059440	UNPX 127119	UTLX 642627	UTLX 201285	UTLX 900943	
UTCX 059441	UNPX 127120	UTLX 642628	UTLX 201286	UTLX 900944	
UTCX 059442	UNPX 127121	UTLX 642629	UTLX 201288	UTLX 900945	
UTCX 059443	UNPX 127122	UTLX 642630	UTLX 201289	UTLX 900946	
UTCX 059444	UNPX 127123	UTLX 642631	UTLX 201290	UTLX 900947	
UTCX 059447	UNPX 127124	UTLX 642632	UTLX 201291	UTLX 900948	
UTCX 059449		UTLX 642633	UTLX 201293	UTLX 900949	
UTCX 059450		UTLX 642634	UTLX 201294	UTLX 900951	
UTCX 059451		UTLX 642635	UTLX 201507	UTLX 900952	
UTCX 059452		UTLX 642636	UTLX 201508	UTLX 900953	
UTCX 059453		UTLX 642637	UTLX 201509	UTLX 900954	
UTCX 059454		UTLX 642638	UTLX 201510	UTLX 900955	
UTCX 059455		UTLX 642639	UTLX 201511	UTLX 900956	
UTCX 059456		UTLX 642640	UTLX 201512	UTLX 900958	
UTCX 059457		UTLX 642641	UTLX 201513	UTLX 900959	
UTCX 059460		UTLX 642642	UTLX 201514	UTLX 900960	
UTCX 059461		UTLX 642643	UTLX 201515	UTLX 900961	

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L1N	L2N	L3N	L4N	L5U	L6U
UTCX 059462		UTLX 642644	UTLX 201516	UTLX 900962	
UTCX 059463		UTLX 642645	UTLX 201517	UTLX 900963	
UTCX 059464		UTLX 642646	UTLX 201518	UTLX 900964	
UTCX 059465		UTLX 642647	UTLX 201519	UTLX 900965	
UTCX 059466		UTLX 642648	UTLX 201520	UTLX 900967	
UTCX 059468		UTLX 642660	UTLX 201521	UTLX 900968	
UTCX 059469		UTLX 642661	UTLX 201522	UTLX 900969	
UTCX 059470		UTLX 642662	UTLX 201523	UTLX 900970	
UTCX 059472		UTLX 642663	UTLX 201524	UTLX 900971	
UTCX 059474		UTLX 642664	UTLX 201525	UTLX 900972	
UTCX 059475		UTLX 642665	UTLX 201526	UTLX 900973	
UTCX 059476		UTLX 642666	UTLX 201527	UTLX 900974	
UTCX 059477		UTLX 642667	UTLX 201528	UTLX 900975	
UTCX 059478		UTLX 642668	UTLX 201529	UTLX 900976	
UTCX 059479		UTLX 642669	UTLX 201530	UTLX 900977	
UTCX 059480		UTLX 642670	UTLX 201531	UTLX 900978	
UTCX 059481		UTLX 642671	UTLX 201532	UTLX 900979	
UTCX 059482		UTLX 642672	UTLX 201533	UTLX 900980	
UTCX 059483		UTLX 642673	UTLX 201534	UTLX 900981	
UTCX 059484		UTLX 642674	UTLX 201535	UTLX 900982	
UTCX 059485		UTLX 642675	UTLX 201536	UTLX 900983	
UTCX 059486		UTLX 642676	UTLX 201537	UTLX 900984	
UTCX 059487		UTLX 642677	UTLX 201538	UTLX 900985	
UTCX 059488		UTLX 642678	UTLX 201539	UTLX 900986	
UTCX 059489		UTLX 642679	UTLX 201540	UTLX 900987	
UTCX 059490		UTLX 642680	UTLX 201541	UTLX 900988	
UTCX 059491		UTLX 642681	UTLX 201542	UTLX 900989	
UTCX 059492		UTLX 642682	UTLX 201543	UTLX 900990	
UTCX 059493		UTLX 642683	UTLX 201544	UTLX 900992	
UTCX 059494		UTLX 642684	UTLX 201545	UTLX 900993	
UTCX 059495		UTLX 642685	UTLX 201546	UTLX 900994	
UTCX 059496		UTLX 642686	UTLX 201547	UTLX 900995	
UTCX 059497		UTLX 642687	UTLX 201548	UTLX 900997	
UTCX 059498		UTLX 642688	UTLX 201549	UTLX 900998	
UTCX 059499		UTLX 642689	UTLX 201550	UTLX 900999	
UTCX 059501		UTLX 642690	UTLX 201551	UTLX 901100	
UTCX 059502		UTLX 642691	UTLX 201552	UTLX 901101	
UTCX 059503		UTLX 642692	UTLX 201553	UTLX 901102	
UTCX 059504		UTLX 642693	UTLX 201554	UTLX 901103	
UTCX 059505		UTLX 642717	UTLX 201555	UTLX 901104	
UTCX 059506		UTLX 642718	UTLX 201556	UTLX 901105	
UTCX 059507		UTLX 642722	UTLX 201557	UTLX 901106	
UTCX 059508		UTLX 642723	UTLX 201558	UTLX 901107	
UTCX 059509		UTLX 642724	UTLX 201559	UTLX 901108	
UTCX 059510		UTLX 642725	UTLX 201560		
UTCX 059511		UTLX 642727	UTLX 201561		
UTCX 059512		UTLX 642729	UTLX 201562		
UTCX 059513		UTLX 642731	UTLX 201564		
UTCX 059514		UTLX 642733	UTLX 201565		
UTCX 059515		UTLX 642734	UTLX 201566		
UTCX 059516		UTLX 642735	UTLX 201567		

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L1N	L2N	L3N	L4N	L5U	L6U
UTCX 059517		UTLX 642736	UTLX 201568		
UTCX 059518		UTLX 642737	UTLX 201569		
UTCX 059519		UTLX 642738	UTLX 201570		
UTCX 059520		UTLX 642740	UTLX 201571		
UTCX 059521		UTLX 642741	UTLX 201572		
UTCX 059522		UTLX 642742	UTLX 201573		
UTCX 059523		UTLX 642743	UTLX 201574		
UTCX 059525		UTLX 642744	UTLX 201575		
UTCX 059526		UTLX 642745	UTLX 201576		
UTCX 059527		UTLX 642746	UTLX 201577		
UTCX 059528		UTLX 642747	UTLX 201579		
UTCX 059529		UTLX 642757	UTLX 201580		
UTCX 059530		UTLX 642758	UTLX 201581		
UTCX 059531		UTLX 642759	UTLX 201582		
UTCX 059532		UTLX 642760	UTLX 201583		
UTCX 059533		UTLX 642761	UTLX 201584		
UTCX 059534		UTLX 642762	UTLX 201585		
UTCX 059535		UTLX 642763	UTLX 201586		
UTCX 059536		UTLX 642764	UTLX 201587		
UTCX 059537		UTLX 642765	UTLX 201588		
UTCX 059538		UTLX 642766	UTLX 201589		
UTCX 059539		UTLX 642767	UTLX 201590		
UTCX 059540		UTLX 642768	UTLX 201591		
UTCX 059541		UTLX 642769	UTLX 201592		
UTCX 059542		UTLX 642770	UTLX 201593		
UTCX 059543		UTLX 642771	UTLX 201594		
UTCX 059544		UTLX 642772	UTLX 201595		
UTCX 059545		UTLX 642773	UTLX 201596		
UTCX 059546		UTLX 642774	UTLX 201597		
UTCX 059547		UTLX 642775	UTLX 201598		
UTCX 059548		UTLX 642776	UTLX 201599		
UTCX 059549		UTLX 642777	UTLX 201600		
UTCX 059550		UTLX 642779	UTLX 201601		
UTCX 059551		UTLX 642780	UTLX 201602		
UTCX 059552		UTLX 642781	UTLX 201603		
UTCX 059553		UTLX 642782	UTLX 201604		
UTCX 059554		UTLX 642783	UTLX 201605		
UTCX 059555		UTLX 642784	UTLX 201606		
UTCX 059556		UTLX 642785	UTLX 201607		
UTCX 059559		UTLX 642786	UTLX 201608		
UTCX 059560		UTLX 642787	UTLX 201609		
UTCX 059561		UTLX 642788	UTLX 201610		
UTCX 059562		UTLX 642789	UTLX 201611		
UTCX 059563		UTLX 642790	UTLX 201612		
UTCX 059564		UTLX 642791	UTLX 201613		
UTCX 059565		UTLX 642792	UTLX 201614		
UTCX 059566		UTLX 642793	UTLX 201615		
UTCX 059567		UTLX 642794	UTLX 201616		
UTCX 059568		UTLX 642795	UTLX 201617		
UTCX 059569		UTLX 642796	UTLX 201618		
UTCX 059570		UTLX 642797	UTLX 201619		

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FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
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L1N	L2N	L3N	L4N	L5U	L6U
UTCX 059571		UTLX 642798	UTLX 201620		
UTCX 059572		UTLX 642799	UTLX 201621		
UTCX 059573		UTLX 642800	UTLX 201622		
UTCX 059574		UTLX 642801	UTLX 201623		
UTCX 059575		UTLX 642802	UTLX 201624		
UTCX 059576		UTLX 642803	UTLX 201625		
UTCX 059577		UTLX 642804	UTLX 201626		
UTCX 059578		UTLX 642805	UTLX 201627		
UTCX 059579		UTLX 642806	UTLX 201628		
UTCX 059580		UTLX 642807	UTLX 201629		
UTCX 059581		UTLX 642808	UTLX 201630		
UTCX 059582		UTLX 642809	UTLX 201631		
UTCX 059583		UTLX 642810	UTLX 201632		
UTCX 059584		UTLX 642811	UTLX 300284		
UTCX 059585		UTLX 642812	UTLX 300285		
UTCX 059586		UTLX 642813	UTLX 300286		
UTCX 059587		UTLX 642814	UTLX 300287		
UTCX 059588		UTLX 642815	UTLX 300288		
UTCX 059589		UTLX 642816	UTLX 300289		
UTCX 059590		UTLX 642817	UTLX 300290		
UTCX 059591		UTLX 642818	UTLX 300291		
UTCX 059592		UTLX 642819	UTLX 300292		
UTCX 059593		UTLX 642820	UTLX 300293		
UTCX 059594		UTLX 642821	UTLX 300294		
UTCX 059595		UTLX 642822	UTLX 300295		
UTCX 059596		UTLX 642823	UTLX 300296		
UTCX 059597		UTLX 642824	UTLX 300297		
UTCX 059598		UTLX 642825	UTLX 300298		
UTCX 059599		UTLX 642826	UTLX 300299		
UTCX 059600		UTLX 642827	UTLX 300300		
UTCX 059601		UTLX 642828	UTLX 300301		
UTCX 059602		UTLX 642829	UTLX 300302		
UTCX 059603		UTLX 642830	UTLX 300303		
UTCX 059604		UTLX 642831	UTLX 300305		
UTCX 059605		UTLX 642832	UTLX 300306		
UTCX 059606		UTLX 642833	UTLX 300307		
UTCX 059607		UTLX 642834	UTLX 300308		
UTCX 059608		UTLX 642835	UTLX 300309		
UTCX 059609		UTLX 642836	UTLX 300310		
UTCX 059610		UTLX 642837	UTLX 300311		
UTCX 059611		UTLX 642838	UTLX 600543		
UTCX 059612		UTLX 642839	UTLX 600544		
UTCX 059613		UTLX 642840	UTLX 600545		
UTCX 059614		UTLX 642841	UTLX 600546		
UTCX 059615		UTLX 642842	UTLX 600547		
UTCX 059616		UTLX 642843	UTLX 600548		
UTCX 059617		UTLX 642844	UTLX 600549		
UTCX 059618		UTLX 642845	UTLX 600550		
UTCX 059619		UTLX 642846	UTLX 600552		
UTCX 059620		UTLX 642847	UTLX 630099		
UTCX 059621		UTLX 642848	UTLX 630100		

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FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
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L1N	L2N	L3N	L4N	L5U	L6U
UTCX 059622		UTLX 642849	UTLX 630101		
UTCX 059623		UTLX 642850	UTLX 630102		
UTCX 059624		UTLX 642851	UTLX 630103		
UTCX 059625		UTLX 642852	UTLX 630104		
UTCX 059626		UTLX 642853	UTLX 630106		
UTCX 059627		UTLX 642854	UTLX 630108		
UTCX 059628		UTLX 642855	UTLX 643003		
UTCX 059629		UTLX 642856	UTLX 643004		
UTCX 059630		UTLX 642857	UTLX 643005		
UTCX 059631		UTLX 642858	UTLX 643006		
UTCX 059632		UTLX 642859	UTLX 643007		
UTCX 059633		UTLX 642860	UTLX 643008		
UTCX 059634		UTLX 642861	UTLX 643009		
UTCX 059635		UTLX 642862	UTLX 643010		
UTCX 059636		UTLX 642863	UTLX 643011		
UTCX 059637		UTLX 642864	UTLX 643012		
UTCX 059638		UTLX 642865	UTLX 643013		
UTCX 059639		UTLX 642866	UTLX 643014		
UTCX 059640		UTLX 642867	UTLX 643015		
UTCX 059641		UTLX 642868	UTLX 643016		
UTCX 059642		UTLX 642869	UTLX 643017		
UTCX 059643		UTLX 642870	UTLX 643018		
UTCX 059644		UTLX 642871	UTLX 643019		
UTCX 059645		UTLX 642873	UTLX 643020		
UTCX 059646		UTLX 642874	UTLX 643021		
UTCX 059647		UTLX 642875	UTLX 643022		
UTCX 059648		UTLX 642876	UTLX 643023		
UTCX 059649		UTLX 642877	UTLX 643024		
UTCX 059650		UTLX 642878	UTLX 643025		
UTCX 059652		UTLX 642879	UTLX 643026		
UTCX 059653		UTLX 642880	UTLX 643027		
UTCX 059654		UTLX 642881	UTLX 647139		
UTCX 059655		UTLX 642882	UTLX 647141		
UTCX 059656		UTLX 642883	UTLX 647142		
UTCX 059657		UTLX 642884	PROX 041629		
UTCX 059658		UTLX 642885	PROX 050214		
UTCX 059659		UTLX 642886	PROX 050216		
UTCX 059660		UTLX 642887	PROX 050219		
UTCX 059661		UTLX 642888	PROX 050222		
UTCX 059662		UTLX 642889	PROX 050229		
UTCX 059663		UTLX 642890	PROX 050231		
UTCX 059664		UTLX 642891	PROX 050232		
UTCX 059665		UTLX 642892	PROX 050233		
UTCX 059666		UTLX 642893	PROX 050236		
UTCX 059667		UTLX 642894	PROX 050237		
UTCX 059668		UTLX 642895	PROX 050238		
UTCX 059669		UTLX 642896	PROX 050239		
UTCX 059670		UTLX 642897	PROX 050240		
UTCX 059671		UTLX 642898	PROX 050241		
UTCX 059672		UTLX 642899	PROX 050242		
UTCX 059673		UTLX 642900	PROX 050243		

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L1N	L2N	L3N	L4N	L5U	L6U
UTCX 059674		UTLX 642901	PROX 050244		
UTCX 059675		UTLX 642902	PROX 050245		
UTCX 059676		UTLX 642903	PROX 050246		
UTCX 059677		UTLX 642904	PROX 050247		
UTCX 059678		UTLX 642905	PROX 050248		
UTCX 059679		UTLX 642906	PROX 050249		
UTCX 059680		UTLX 642907	PROX 050250		
UTCX 059681		UTLX 642908	PROX 050251		
UTCX 059682		UTLX 642909	PROX 050253		
UTCX 059683		UTLX 642910	PROX 050254		
UTCX 059684		UTLX 642911	PROX 050255		
UTCX 059685		UTLX 642912	PROX 050256		
UTCX 059686		UTLX 642913	PROX 050257		
UTCX 059687		UTLX 642914	PROX 050258		
UTCX 059688		UTLX 642915	PROX 050259		
UTCX 059689		UTLX 642916	PROX 050260		
UTCX 059690		UTLX 642917	PROX 050261		
UTCX 059692		UTLX 642918	PROX 050262		
UTCX 059693		UTLX 642919	PROX 050263		
UTCX 059694		UTLX 642920	PROX 050264		
UTCX 059695		UTLX 642921	PROX 050265		
UTCX 059696		UTLX 642922	PROX 050266		
UTCX 059697		UTLX 642923	PROX 050267		
UTCX 059698		UTLX 642924	PROX 050268		
UTCX 059699		UTLX 642925	PROX 050269		
UTCX 059700		UTLX 642926	PROX 041801		
UTCX 059701		UTLX 642927	PROX 041809		
UTCX 059702		UTLX 642928	PROX 041810		
UTCX 059703		UTLX 642929	PROX 041812		
UTCX 059704		UTLX 642930	PROX 041813		
UTCX 059705		UTLX 642931	PROX 041814		
UTCX 059706		UTLX 642932			
UTCX 059707		UTLX 642933			
UTCX 059708		UTLX 642934			
UTCX 059709		UTLX 642935			
UTCX 059710		UTLX 642936			
UTCX 059711		UTLX 642937			
UTCX 059712		UTLX 642938			
UTCX 059713		UTLX 642939			
UTCX 059714		UTLX 642940			
UTCX 059715		UTLX 642941			
UTCX 059716		UTLX 642942			
UTCX 059717		UTLX 642943			
UTCX 059718		UTLX 642944			
UTCX 059719		UTLX 642945			
UTCX 059720		UTLX 642946			
UTCX 059721		UTLX 642947			
UTCX 059722		UTLX 642948			
UTCX 059723		UTLX 642949			
UTCX 059724		UTLX 642950			
UTCX 059725		UTLX 642951			

EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

L1N	L2N	L3N	L4N	L5U	L6U
UTCX 059726		UTLX 642952			
UTCX 059727		UTLX 642953			
UTCX 059728		UTLX 642954			
UTCX 059729		UTLX 642955			
UTCX 059730		UTLX 642956			
UTCX 059731		UTLX 642957			
UTCX 059732		UTLX 642958			
UTCX 059733		UTLX 642959			
UTCX 059734		UTLX 642961			
UTCX 059735		UTLX 642962			
UTCX 059736		UTLX 642963			
UTCX 059737		UTLX 642964			
UTCX 059738		UTLX 642965			
UTCX 059739		UTLX 642966			
UTCX 059740		UTLX 642967			
UTCX 059742		UTLX 642968			
UTCX 059743		UTLX 642969			
UTCX 059744		UTLX 642970			
UTCX 059745		UTLX 642971			
UTCX 059746		UTLX 642972			
UTCX 059747		UTLX 642973			
UTCX 059748		UTLX 642974			
UTCX 059749		UTLX 642975			
UTCX 059750		UTLX 642976			
UTCX 059751		UTLX 642977			
UTCX 059752		UTLX 642978			
UTCX 059753		UTLX 642979			
UTCX 059754		UTLX 642980			
UTCX 059755		UTLX 642981			
UTCX 059756		UTLX 642982			
UTCX 059757		UTLX 642983			
UTCX 059758		UTLX 642984			
UTCX 059759		UTLX 642985			
UTCX 059760		UTLX 642986			
UTCX 059761		UTLX 642987			
UTCX 059762		UTLX 642988			
UTCX 059764		UTLX 642989			
UTCX 059765		UTLX 642990			
UTCX 059766		UTLX 642991			
UTCX 059767		UTLX 642992			
UTCX 059768		UTLX 642993			
UTCX 059769		UTLX 642994			
UTCX 059770		UTLX 642995			
UTCX 059771		UTLX 642996			
UTCX 059772		UTLX 642997			
UTCX 059773		UTLX 642998			
UTCX 059774		UTLX 642999			
		UTLX 643001			
		UTLX 643002			
		UTLX 643028			
		UTLX 643029			

EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

L1N	L2N	L3N	L4N	L5U	L6U
		UTLX 643030			
		UTLX 643031			
		UTLX 643032			
		UTLX 643033			
		UTLX 643034			
		UTLX 643035			
		UTLX 643036			
		UTLX 643037			
		UTLX 643038			
		UTLX 643039			
		UTLX 643040			
		UTLX 643041			
		UTLX 643042			
		UTLX 643044			
		UTLX 643045			
		UTLX 643048			
		UTLX 643049			
		UTLX 643050			
		UTLX 643051			
		UTLX 643052			
		UTLX 643053			
		UTLX 643054			
		UTLX 643055			
		UTLX 643056			
		UTLX 643057			
		UTLX 643058			
		UTLX 643059			
		UTLX 643060			
		UTLX 643061			
		UTLX 643062			
		UTLX 643063			
		UTLX 643064			
		UTLX 643065			
		UTLX 643066			
		UTLX 643067			
		UTLX 643068			
		UTLX 643069			
		UTLX 643070			
		UTLX 643071			
		UTLX 643072			
		UTLX 643073			
		UTLX 643074			
		UTLX 643075			
		UTLX 643076			
		UTLX 643077			
		UTLX 643078			
		UTLX 643079			
		UTLX 643080			
		UTLX 643081			
		UTLX 643082			
		UTLX 643083			

EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

L1N	L2N	L3N	L4N	L5U	L6U
		UTLX 643084			
		UTLX 643085			
		UTLX 643086			
		UTLX 643087			
		UTLX 643088			
		UTLX 643089			
		UTLX 643090			
		UTLX 643091			
		UTLX 643092			
		UTLX 643093			
		UTLX 643094			
		UTLX 643095			
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		UTLX 643097			
		UTLX 643098			
		UTLX 643099			
		UTLX 643100			
		UTLX 643101			
		UTLX 643102			
		UTLX 643103			
		UTLX 643104			
		UTLX 643105			
		UTLX 643106			
		UTLX 643107			
		UTLX 643108			
		UTLX 643109			
		UTLX 643110			
		UTLX 643111			
		UTLX 643112			
		UTLX 643113			
		UTLX 643114			
		UTLX 643115			
		UTLX 643116			
		UTLX 643117			
		UTLX 643118			
		UTLX 643119			
		UTLX 643120			
		UTLX 643121			
		UTLX 643122			
		UTLX 643123			
		UTLX 643124			
		UTLX 643125			
		UTLX 643126			
		UTLX 643127			
		UTLX 643128			
		UTLX 643129			
		UTLX 643130			
		UTLX 643131			
		UTLX 643134			
		UTLX 643135			
		UTLX 643136			

EXHIBIT B TO TERMINATION OF AGREEMENT
FROM U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUSTEE
TO UNION TANK CAR COMPANY

L1N	L2N	L3N	L4N	L5U	L6U
		UTLX 643137			
		UTLX 643138			
		UTLX 643139			
		UTLX 643140			
		UTLX 643141			
		UTLX 643142			
		UTLX 643143			
		UTLX 643144			
		UTLX 643145			
		UTLX 643146			
		UTLX 643147			
		UTLX 643148			
		UTLX 643149			
		UTLX 643150			
		UTLX 643151			
		UTLX 643152			
		UTLX 643153			
		UTLX 643154			
		UTLX 643155			
		UTLX 643156			
		UTLX 643157			
		UTLX 643158			
		UTLX 643159			
		UTLX 643160			
		UTLX 643161			
		UTLX 643163			
		UTLX 643164			
		UTLX 643600			
		UTLX 650644			
		UTLX 650645			
		UTLX 650648			
		UTLX 650650			
		UTLX 650651			
		UTLX 650652			
		UTLX 650653			
		UTLX 650654			
		UTLX 650655			
		UTLX 650656			
		UTLX 650657			

EXHIBIT C

BILL OF SALE

BILL OF SALE

U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, except as expressly stated herein, but solely as Owner Trustee under each Trust Agreement described below (collectively, the "Owner Trustee") under the following documents, in consideration of the sum of One Dollar ($1) and other good and valuable consideration paid to it by UNION TANK CAR COMPANY, a Delaware corporation ("Buyer"), at or before the execution and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey, assign and set over unto Buyer and its successors and assigns all right, title and interest of the Owner Trustee in and to each unit of railroad equipment, together with appurtenances, accessories, parts and other equipment or property incorporated in, installed on or attached to such unit (collectively, the "Equipment") set forth on Exhibit A hereto:

1. Trust Agreement (L-1N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between NYNEX Credit Company (the "NYNEX") and The Connecticut National Bank ("CNB").

2. Trust Agreement (L-2N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between NYNEX and CNB.

3. Trust Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between NYNEX and CNB.

4. Trust Agreement (L-4N) (UTC Trust No. 1992-A) dated as of June 24, 1992 between NYNEX and CNB.

5. Trust Agreement (L-5U) (UTC Trust No. 1992-A) dated as of June 24, 1992 between Unionbanc Leasing Corporation ("Unionbanc") and CNB.

6. Trust Agreement (L-6U) (UTC Trust No. 1992-A) dated as of June 24, 1992 between Unionbanc and CNB.

The Owner Trustee has succeeded to the rights of CNB and the Buyer has acquired the rights and interest of NYNEX and Unionbanc under each of the Trust Agreements described above.

To have and to hold all and singular the rights to the Equipment to Buyer and its successors and assigns for their own use and behoof forever.

The sale of the Equipment by the Owner Trustee hereunder is "as is" "where is" with all faults, with no representation or warranty of any kind, except that the Owner Trustee hereby warrants to Buyer and its successors and assigns that the Equipment is free and clear of all Lessor's Liens (as defined in the Trust Agreements and the documents relating thereto) attributable to the Owner Trustee.

OWNER TRUSTEE SELLS THE EQUIPMENT IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND OWNER TRUSTEE MAKES NO REPRESENTATIONS OR

WARRANTIES OF ANY KIND EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE INCLUDING, RESPECTING THE CONDITION OF THE EQUIPMENT WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, AND SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING SOLD THE EQUIPMENT PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF WORKMANSHIP IN THE EQUIPMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND OWNER TRUSTEE SHALL NOT BE LIABLE, FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL PURPOSE DAMAGES IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF THIS AGREEMENT OR ANY MANUFACTURER'S DEFECT OR OTHER DEFECTS, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY ITEM OF EQUIPMENT.

At any time and from time to time after the date hereof, the Owner Trustee shall execute and deliver or cause to be executed and delivered to Buyer such other instruments and take such other action, all as Buyer may reasonably request and at Buyer's sole cost and expense, in order to carry out the intent and purpose of this Bill of Sale.

This Bill of Sale shall be governed by the laws of the State of New York without regard to principles of conflict of law.

It is expressly understood and agreed that (a) this Bill of Sale is executed and delivered by U.S. Bank National Association, not individually or personally but solely as Owner Trustee, (b) any representation, undertaking or agreement herein made on the part of the Owner Trustee is made and intended not as a personal representation, undertaking and agreement by U.S. Bank National Association and (c) under no circumstances shall U.S. Bank National Association be personally liable for the payment of any indebtedness or expenses of Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Owner Trustee hereunder.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Owner Trustee has caused this instrument to be executed in its name by a duly authorized officer on January __, 2014.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, except as expressly stated herein, but solely as Owner Trustee under each Trust Agreement described herein

By: _____
Name: _____
Title: _____

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this ___ day of January, 2014, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is Vice President of U.S. Bank National Association, a national banking association, that said instrument was signed on such date on behalf of said national banking association by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Notarial Seal]

_____
Notary Public

My Commission Expires: _____

5890015.3

EXHIBIT D

SURVIVING TRUST AGREEMENTS

1. Trust Agreement (L-7K) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Keycorp Leasing Ltd. (the "Original L-7K Owner Participant") and the Original L-7K Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-7K Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-7K Owner Participant.

2. Trust Agreement (L-8K) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Keycorp Leasing Ltd. (the "Original L-8K Owner Participant") and the Original L-8K Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-8K Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-8K Owner Participant.

3. Trust Agreement (L-9K) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Keycorp Leasing Ltd. (the "Original L-9K Owner Participant") and the Original L-9K Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-9K Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-9K Owner Participant.

4. Trust Agreement (L-10K) (UTC Trust No. 1992-A) dated as of June 24, 1992 between the Keycorp Leasing Ltd. (the "Original L-10K Owner Participant") and the Original L-10K Owner Trustee. The Owner Trustee has succeeded to the rights of the Original L-10K Owner Trustee and the Owner Participant has acquired the rights and interest of the Original L-10K Owner Participant.